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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

12/20/2023
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

CGC-23-611189

LYNETTE BROUSSARD,

Plaintiff,

vs.

URBAN ALCHEMY, and DOES 1 to
100, inclusive,

Defendants.

Case No.:

**PLAINTIFF LYNETTE BROUSSARD
COMPLAINT FOR DAMAGES FOR:**

**(1) SEXUAL HARASSMENT IN
VIOLATION OF THE FEHA;**

**(2) QUID PRO QUO SEXUAL
HARASSMENT IN VIOLATION
OF THE FEHA;**

**(3) RETALIATION IN VIOLATION
OF THE FEHA; AND**

**(4) FAILURE TO PREVENT
DISCRIMINATION,
RETALIATION AND
HARASSMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Lynette Broussard (“Broussard”) alleges on the basis of personal knowledge
2 and upon information and belief:

3 SUMMARY

4 This is an action by plaintiff Broussard who was subjected to violations of her rights
5 under the Fair Employment and Housing Act (“FEHA”) by employer defendant Urban
6 Alchemy. Plaintiff brings this action against Defendants for economic, non-economic,
7 compensatory, and punitive damages, pursuant to Civil Code Section 3294, pre-judgment
8 interest pursuant to Code of Civil Procedure section 3291, and costs and reasonable
9 attorneys’ fees pursuant to Government Code section 12965(b), and Code of Civil
10 Procedure section 1021.5.

11 PARTIES

12
13 1. *Plaintiff:* Plaintiff Broussard is, and at all times mentioned in this Complaint
14 was, a resident of the County of San Francisco.

15 2. *Defendants:* Defendants are, and at all times mentioned in this Complaint
16 were, authorized to operate by the State of California and the United States government
17 and authorized and qualified to do business in the County of San Francisco. Defendants’
18 place of business, where the following causes of action took place, was and is in the
19 County of San Francisco.

20 3. *Doe Defendants:* Defendants Does 1 to 100, inclusive, are sued under
21 fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and
22 believes, and on that basis alleges, that each of the defendants sued under fictitious names
23 is in some manner responsible for the wrongs and damages alleged below, in so acting
24 was functioning as the agent, servant, partner, and employee of the co-defendants, and in
25 taking the actions mentioned below was acting within the course and scope of his or her
26 authority as such agent, servant, partner, and employee, with the permission and consent
27 of the co-defendants. The named defendants and Doe defendants are sometimes hereafter
28 referred to, collectively and/or individually, as “defendants.”

1 4. *Relationship of defendants:* All Defendants compelled, coerced, aided and/or
2 abetted the discrimination, retaliation and harassment alleged in this complaint, which
3 conduct is prohibited under California Government Code section 12940(i). All defendants
4 were responsible for the events and damages alleged herein, including on the following
5 bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or more of
6 the defendants was the agent or employee, and/or acted under the control or supervision
7 of one or more of the remaining defendants and, in committing the acts alleged, acted
8 within the course and scope of such agency and employment and/or is or are otherwise
9 liable for plaintiff's damages; (c) at all relevant times, there existed a unity of ownership
10 and interest between or among two or more of the defendants such that any individuality
11 and separateness between or among those defendants has ceased, and defendants are the
12 alter egos of one another. Defendants exercised domination and control over one another
13 to such an extent that any individuality or separateness of defendants does not, and at all
14 times herein mentioned did not, exist. Adherence to the fiction of the separate existence
15 of defendants would permit abuse of the corporate privilege and would sanction fraud and
16 promote injustice. All actions of all defendants were taken by employees, supervisors,
17 executives, officers, and directors during employment with all defendants were taken by
18 employees, supervisors, executives, officers and directors during employment with all
19 defendants, were taken on behalf of all defendants, and were engaged in, authorized,
20 ratified, and approved of by other defendants.

21 5. Defendants both directly and indirectly employed Broussard, as defined by
22 the Fair Employment and Housing Act ("FEHA") at Government Code section 12926(d).

23 6. In addition, defendants compelled, coerced, aided and abetted the
24 discrimination, retaliation and harassment which is prohibited under California
25 Government Code section 12940(i).

26 7. Finally, at all relevant times mentioned herein, all defendants acted as agents
27 of all other defendants in committing the acts alleged herein.
28

VENUE

8. The actions at issue in this case occurred in the State of California, in the County of San Francisco. Under the California Fair Employment and Housing Act, this case can alternatively, at Plaintiff's choice, be filed:

[I]n a county in which the departemtn has an office, in a county in which unlawful practices are alleged to have been commimtted, in the county in which records relevant to the alleged conduct are maintained and administered, in the county in which the person claiming to be aggrieved would have worked or would have had access to public accommodation, but for the alleged unlawful practices, in the county of the defendant's residence or principal office...(Italics and bolding added). (California Government Code § 12965(b)).

9. "[I]n the absence of an affirmative showing to the contrary, the presumption is that the county in which the title of the actions shows that the case is brought is, prima facie, the proper county for the commencement and trial of the action." (*Mission Imports, Inc. v. Superior Court* (1982) 31 Cal.3d 921, 928). The FEHA venue statute – section 12965(b) – thus affords a wide choice of venue to persons who bring actions under FEHA. (*Brown v. Superior Court* (1984) 37 CAL.3D 477, 486). "[T]he special provisions of the FEHA venue statute control in cases involving FEHA claims joined with non-FEHA claims arising from the same facts." (*Id.* at 487).

FACTS COMMON TO ALL CAUSES OF ACTION

Plaintiff's hiring:

10. Broussard began working for Defendants on or around on February 27, 2023 as an "Ambassador Partitioner." In that role, Broussard would work at a shelter for individuals experiencing homelessness and would have to search the bags of patrons when they came into the building, write up patrons that misbehaved, opened up doors for patrons, work security for the shelter, help prepare breakfast, and sweep outside the shelter, among other duties.

Plaintiff's Job Performance:

11. Throughout the course of her employment, Broussard, was an excellent employee and consummate professional.

Plaintiff's protected status and activity:

12. Plaintiff was subjected to severe sexual harassment.

13. Plaintiff was subjected to severe quid pro quo sexual harassment.

14. Plaintiff was subjected to severe retaliation for opposing harassment.

15. Defendants utterly failed to prevent discrimination, retaliation and harassment in the workplace.

Defendants' adverse employment actions and behavior:

16. Broussard was subjected to continual unwanted egregious sexual harassment by her supervisor Tracey Webb ("Webb") throughout the course of her employment with Defendants. Broussard transferred to Webb's work location on or around May 21, 2023.

17. The harassment started almost immediately when Broussard worked in the same location as Webb.

18. In or around June 2023, Webb asked Broussard into his office (which he regularly did for no reason while working with Broussard), asked Broussard how she was doing and whether she liked her job. Broussard responded that she did like her job. Webb then asked Broussard whether she was married after which Broussard confirmed that she was married to a woman (Broussard is gay). Webb then asked Broussard if this was a "prison thing" to which Broussard responded no and said that it is my "wife, I love her." Webb asked Broussard "how is married life treating you?" and Broussard responded "its great." Webb then asked Broussard how she could keep it together and Broussard explained that as long as you and your partner want the same thing out of life it is going to work. Webb responded that he was married but separated.

19. Further, in around June 2023, when Broussard went to get her check (which she had to pick up from Webb in his office) Webb looked Broussard up and down and proceeded to tell Broussard "you are so pretty, you don't even look the same", "you are

1 so beautiful”, Broussard awkwardly stated “thank you” and Webb proceeded to give
2 Broussard a hug. Webb then started a pattern and practice of hugging Broussard without
3 consent virtually every time she would leave his office. It should be noted that Webb did
4 not give hugs to male members of the staff, only to women like Webb.

5 20. Also in or around June 2023, Webb asked Broussard to go to his office and
6 she followed his instructions. Then Webb said “you remind me of my best friend” and
7 Broussard responded saying “is that a bad thing?” to which Webb replied “no, no, no it’s
8 a good thing she’s beautiful, your hair is just like hers, is that your real hair? It is so pretty.”
9 Broussard responded that it was her hair then looked at his watch and asked “is that it?”
10 as a way to get out of the awkward inappropriate conversation. Webb responded, “when
11 can I take you out to lunch?” Broussard looked at Webb with a skeptical look proceeded
12 to start to leave the office and then Webb proceeded to get up and hug Broussard and said,
13 “good night.”

14 21. Still in or around June 2023, Webb again asked Broussard to his office, and
15 asked Broussard if she would be interested in going to Portland, Oregon to do some
16 training. Broussard responded that she would be interested but Broussard would have to
17 ask her parole officer because Broussard is on parole. Webb explained that he would have
18 to make Broussard a supervisor first and asked if Broussard would want that. Broussard
19 responded that she would like that. Then Webb again asked Broussard “so when are you
20 going to let me take you out to lunch?” Broussard gave him a stern look and walked out
21 of the office, as she would always do.

22 22. In or around July 2023, when Broussard went to pick up a check, Webb
23 looked Broussard up and down, said to Broussard “oh you are so beautiful, just so
24 beautiful” and proceeded to give Broussard an unwanted hug in the office. Broussard
25 received many more unwelcome and unconsented to hugs in July.

26 23. In or around July or August 2023, Webb asked Broussard to come to his
27 office and Broussard a few minutes later did so (at the request of Webb, her supervisor).
28 After Broussard went to the office Webb began discussing various topics completely

1 unrelated to work. Broussard, concerned that Webb was wasting her time, stood up and
2 started to leave the office. It was at this point that Webb got up from his desk, got
3 extremely close and faced Broussard, put his hands on Broussard's waist, looked at
4 Broussard and proceeded to say, "these hands are strong!" Broussard, shocked and
5 violated, proceeded to physically knock Webb's hands off her waist and rushed to leave
6 the office.

7 24. Also in July or August 2023, when Broussard had to go to Webb's office,
8 Webb asked Broussard "how old are you again?" Broussard responded, "I am going to be
9 60 in a few months." Webb then said, "you don't look it, but I like older women." Webb
10 then also said "you look good, you take care of yourself well, do you exercise? Because
11 you look good for your age." Broussard, shocked and upset, proceeded to immediately
12 leave the office.

13 25. In or around August 2023, when Broussard went to get her check from Webb,
14 Webb proceeded to again (as he had many times before) ask Broussard out to lunch. Then
15 Webb said to Broussard "just say yes, but you don't have to give me a date because I am
16 used to getting what I want, I'm spoiled." Broussard just walked out of the room and gave
17 Mr. Webb a stern look of disapproval and disgust.

18 26. Later in August 2023, Broussard was working her normal night shift and
19 Webb, as he had many times before, asked Broussard to come to his office during her
20 break. When Broussard got to Webb's office, Webb again asked Broussard to go to lunch,
21 to which Broussard responded that her wife was picking Broussard up for lunch. It was at
22 this point that Webb stated, "I have a cot in my office, do you know what that is?"
23 Broussard responded, "yeah, it's what they use in the army." Webb replied, "yeah I have
24 it right there, you see it?" Broussard said, "yeah I see it, ok I need to get back to my post."
25 Broussard rushed to leave the office before Webb could ask anymore inappropriate
26 questions or make any further insinuations about the "cot" in his office.

27 27. Up until the time of Broussard's transfer (discussed below), Webb continued
28 to repeatedly ask Broussard to come to his office, give Broussard unconsented to hugs and

1 repeatedly asked Broussard out after Broussard repeatedly said she was uninterested and
2 married.

3 28. In or around the middle of September 2023, Broussard called Urban
4 Alchemy's Human Resource Department. She was put on the phone with a Human
5 Resource Representative named Wendy. At this point, Broussard explicitly complained to
6 Wendy about being repeatedly sexually harassed by Webb – including specifically telling
7 Wendy that Webb put his hands on Broussard's waist, would repeatedly hug Broussard,
8 that Webb pointed out that he had a cot in his office to Broussard, and asked Broussard
9 out on numerous dates despite Broussard telling Webb she was married and uninterested.
10 Wendy responded, "I have a lot of cases right now and have to get back to you on that."
11 As such, no there was no immediate action taken to remedy the situation.

12 29. The following day after her initial complaint, Broussard called Wendy again
13 and asked to be transferred to another work site so she could be separated from Webb.
14 Broussard explained that she was not comfortable working with Webb anymore. Wendy
15 responded that Broussard would be notified as to when she would be transferred.

16 30. The day after Broussard's conversation with Wendy, Broussard was
17 contacted by a Director for Defendant. This Director told Broussard her transfer would be
18 approved. Broussard then reported to wor at this new site that night.

19 31. Following her transfer to the new site, Broussard noticed that her pay had
20 been cut from \$22 per hour to \$21 per hour. In addition, Broussard noticed that her work
21 schedule had been cut from five days a week to just three days a week.

22 32. Broussard proceeded to go to a Director of Defendant named Nemo and
23 showed Nemo the cut in pay and hours she received. Nemo responded, "they can't do
24 this." Nemo then fixed the issue with Broussard's pay and schedule – bumping her back
25 up to five days per week at her usual rate of pay. However, that same night when Broussard
26 went into work on a scheduled workday, she was asked by her supervisor Aaron "why are
27 you here? You aren't supposed to be here." Broussard responded that she was supposed
28 to be working and showed Aaron her schedule and, as such, she was allowed to complete

1 her shift. At approximately 6:15 a.m. that morning, Broussard was called into Aaron's
2 office. It was at this point that Aaron told Broussard, "you don't have to come in tomorrow
3 and I am going to have to take away those eight hours we gave you [for tomorrow]."
4 Broussard then asked Aaron "what is going on?" Aaron responded, "I don't know, that is
5 what the Roger texted me." Aaron then showed Broussard a text from Roger indicating
6 that Broussard had her eight hours taken away and that she didn't have to come in the
7 following day. It was it at this point that Broussard looked at her schedule and saw that he
8 scheduled workdays were again cut to three days per week. Broussard then called Roger
9 twice to discuss the situation, he did not answer the phone. Roger then texted Broussard
10 to stop calling Roger as Broussard was waking up his kids. At this point Nemo had come
11 into work. Broussard then proceeded to go over to Nemo to show Nemo that Broussard's
12 hours had again been cut. It was at this point that Aaron walked over to Broussard and
13 smacked Broussard's arm so she could not show Nemo the phone and said "No! You are
14 jumping ship!" At that point Broussard was so frustrated and upset she clocked out for the
15 day, got in her car and left work.

16 33. As Broussard was pulling out of her parking spot to leave work, Aaron
17 proceeded to bang on the hood of Broussard's car. Broussard then stopped her car
18 immediately. Aaron then walked over to Broussard's driver side, Broussard rolled down
19 her window, and Aaron asked, "what are you doing?" Broussard, responded "this is
20 stressing me the hell out." Aaron replied, "I am just doing what Roger said" Broussard
21 started crying and said "you guys are playing with my days, I am not going to be any good
22 at my site so I am leaving, this is too much for me." Aaron then asked Broussard coldly,
23 "did you clock out?" Broussard stated, "yes I did." Broussard then showed Aaron she
24 clocked out and Aaron said "go." Broussard then left for the day.

25 34. The next night Broussard showed up and Aaron said, "you are not supposed
26 to be here." Broussard responded, saying "yes, I am, my schedule says I am supposed to
27 be here." Aaron then replied "oh, ok, no one told me." Broussard proceeded to work her
28 shift.

1 35. Approximately a few weeks after this most recently discussion with Aaron
2 about her schedule, Broussard came into work but felt like she could not breathe.
3 Broussard proceeded to clock out, leave work and went to the emergency room. At the
4 emergency room, Broussard explained to the treating doctor that she had sexually harassed
5 at work and that she felt retaliated against for complaining about the harassment because
6 her hours and schedule had been cut. The doctor responded, “that is retaliation” and said
7 “this plays a part in you being unable to breathe.” The doctors in the emergency room put
8 Broussard off work for three days. This doctor’s note was submitted to Defendants’
9 Human Resources department by Broussard’s wife.

10 36. The next day after going to the emergency room, Broussard had a follow up
11 appointment at a local clinic. At this appointment, Broussard explained the repeated sexual
12 harassment she had experienced and the retaliation in the form of hour and day cuts to her
13 schedule. Broussard presented with elevated blood pressure. While Broussard was at this
14 appointment, she was repeatedly called by Aaron and texted by Roger. Broussard then
15 proceeded to pick up one of Aaron’s calls (while she was at the doctor and was supposed
16 to be on a short term leave of absence) and Aaron repeatedly told Broussard “Roger needs
17 to talk to you” in an aggressive manner and saying, “you need to call him right now.”
18 Broussard responded, “I am in my doctor’s office right now.” After answering the call,
19 Broussard started crying, said to her doctor, “now you see what I am going through?”
20 Broussard’s doctor responded “wow”, shook her head in disapproval, told Broussard to
21 calm down and asked Broussard to take her blood pressure again. Broussard’s blood
22 pressure was extremely elevated, and Broussard’s doctor wanted Broussard to go straight
23 to the emergency room saying, “I don’t know if you are having a heart attack or are just
24 having an anxiety attack.” Broussard did not end up going to the emergency room and
25 stayed at the doctor’s office. Broussard’s doctor, as a result of the visit, put Broussard on
26 a leave of absence for two weeks due to Broussard’s elevated blood pressure and concerns
27 that Broussard was having extreme anxiety/panic attacks.

28 37. That same day, after Broussard got a doctor’s note putting her on a leave for

1 two weeks, Broussard proceeded to deliver her doctor's note putting her off for two weeks
2 to Artie, the head of Urban Alchemy, who was waiting outside a shelter run by defendants.
3 Broussard got out of the car and said, "Artie can I talk to you for a minute?" He responded,
4 "yeah but I can't go too far because I am waiting for someone." Broussard replied, saying
5 "I have a doctor's excuse to take me out of work" Artie proceeded to take the note,
6 Broussard then said, "they keep calling me, its stressing me out" Artie asked who is calling
7 you, to which Broussard responded "Aaron and Roger."

8 38. Broussard's leave was then extended by her doctor for additional two weeks
9 (now for a total of approximately one month) and Broussard's doctor indicated that
10 Broussard needed to talk to a therapist. Broussard's wife then took this new note to
11 defendants' Human Resources department.

12 39. Broussard then started seeing a psychiatrist and therapist and was told that
13 she was not in any shape to return to work after the two week extension ended so
14 Broussard's leave was extended for another two weeks (now a total of approximately one
15 and a half months of leave).

16 40. During this next phase of her leave, in or around October or November 2023,
17 Broussard got a call from Reyna, a Human Resource representative located in Texas, who
18 told Broussard that she did not have Broussard's doctor's notes (even though the notes
19 were dropped off to the Human Resources department in San Francisco, California).
20 Reyna asked for a copy of Broussard's doctor's notes. Broussard proceeded to tell Reyna
21 about the sexual harassment by Webb but Reyna said she did not know anything about the
22 sexual harassment complaint. Broussard then asked Reyna to look into the sexual
23 harassment complaint because Broussard had not heard anything about the issue since
24 September when she reported the issue to Wendy. Reyna replied, "I will look into it for
25 you" and would get back to her. Broussard then sent Reyna the doctor's notes and Reyna
26 said she would call Broussard back the following week.

27 41. The following week Reyna called back Broussard and thanked Broussard for
28 the doctor's notes. Broussard asked what happened to the doctor's notes in San Francisco.

1 Reyna responded, “they found them” to which Broussard said, “see what they are doing
2 to me?” Broussard then asked Reyna again if Reyna could look into Broussard’s sexual
3 harassment complaint, Reyna responded “I talked to someone about it, they did an
4 investigation, they closed the case and they notified you.” Broussard replied, “no one
5 talked to me and no one informed me the investigation was closed, no one even talked to
6 me.”

7 42. Broussard’s leave was then extended again for another two weeks (now for a
8 total of approximately two months).

9 43. During this next phase of the leave, Reyna called Broussard again asking
10 Broussard if Broussard was ready to go back to work. Broussard proceeded to talk to her
11 doctor and Broussard’s doctor said he was surprised Broussard has not had a mental
12 breakdown, and said that he could not release Broussard back to work. As such,
13 Broussard’s leave was again extended for another two weeks.

14 *Defendants’ Constructive Termination of Plaintiff’s Employment*

15 44. By on or around December 11, 2023, while Broussard was on her leave, due
16 to the severe sexual harassment and retaliation she experienced at work and the extreme
17 emotional toll it caused her, Broussard felt like she had no choice but to resign from her
18 position with defendants and not return to the same egregious working conditions.

19 45. *Economic Damages:* As a consequence of defendants’ conduct, plaintiff has
20 suffered and will suffer harm, including lost past and future income and employment
21 benefits, damage to her career, and lost wages, overtime, unpaid expenses, and penalties,
22 as well as interest on unpaid wages at the legal rate from and after each payday on which
23 those wages should have been paid, in a sum to be proven at trial.

24 46. *Non-economic damages:* As a consequence of defendants’ conduct, plaintiff
25 has suffered and will suffer psychological and emotional distress, humiliation, and mental
26 and physical pain and anguish, in a sum to be proven at trial.

27 47. *Punitive Damages:* Defendants’ conduct constitutes oppression, fraud, and/or
28 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award

1 of exemplary and/or punitive damages.

2 a. *Malice*: Defendants’ conduct was committed with malice within the
3 meaning of California Civil Code section 3294, including that (a) defendants acted with
4 intent to cause injury to plaintiff and/or acted with reckless disregard for plaintiff’s injury,
5 including by terminating plaintiff’s employment and/or taking other adverse job actions
6 against plaintiff because of her age, disability, medical leave, race, national origin,
7 ancestry, pregnancy, gender, sexual orientation, and/or good faith complaints, and/or (b)
8 defendants’ conduct was despicable and committed in willful and conscious disregard of
9 plaintiff’s rights, health, and safety, including plaintiff’s right to be free of discrimination,
10 harassment, retaliation, abuse of requirements of accommodations and engaging in the
11 interactive process, and wrongful employment termination.

12 b. *Oppression*: In addition, and/or alternatively, defendants’ conduct was
13 committed with oppression within the meaning of California Civil Code section 3294,
14 including that defendants’ actions against plaintiff because of her age, disability, medical
15 leave, race, national origin, ancestry, pregnancy, gender, sexual orientation, and/or or good
16 faith complaints were “despicable” and subjected plaintiff to cruel and unjust hardship, in
17 knowing disregard of plaintiff’s right to a workplace free of discrimination, harassment,
18 retaliation, abuse of the requirements of accommodation and engaging in the interactive
19 process, and wrongful employment termination.

20 c. *Fraud*: In addition, and/or alternatively, defendants’ conduct, as
21 alleged, was fraudulent within the meaning of California Civil Code section 3294,
22 including that defendants asserted false (pretextual) grounds for terminating plaintiff’s
23 employment and/or other adverse job actions, thereby to cause plaintiff hardship and
24 deprive her of legal rights.

25 48. *Exhaustion of administrative remedies*: Prior to filing this action, plaintiff
26 exhausted her administrative remedies by filing a timely administrative complaint with the
27 Department of Fair Employment and Housing (“DFEH”)/California Civil Rights Division
28 (“CRD”) and receiving a DFEH/CRD Right-to-Sue letter. Broussard’s Right to Sue Notice

1 is attached hereto as **Exhibit A.**

2
3 **FIRST CAUSE OF ACTION**

4 **Sexual Harassment**

5 **(Violation of Government Code § 12900, et. seq.)**

6 **Against All Defendants, and Does 1 to 100, Inclusive**

7 49. The allegations set forth in preceding paragraphs are re-alleged and
8 incorporated herein by reference.

9 50. At all times herein mentioned, FEHA, Government Code section 12940, *et.*
10 *seq.*, was in full force and effect and was binding on defendants. This statute requires
11 defendants to refrain from harassing any employee because the employee's sex or gender
12 and/or or good faith complaints.

13 51. Plaintiff was subjected to sexual harassment, including repeated comments,
14 staring and unwanted physical contact, in violation of Government Code sections 12940(j)
15 and 12923.

16 52. Plaintiff was subjected to unwanted sexual advances and physical conduct of
17 a sexual nature by her supervisor Webb.

18 53. Pursuant to Government Code section 12923(b), a single incident of
19 harassing conduct is sufficient to create a hostile work environment if the harassing
20 conduct has unreasonably interfered with the plaintiff's work performance or created an
21 intimidating, hostile or offensive working environment.

22 54. As a proximate result of defendants' willful, knowing, and intentional sexual
23 harassment of plaintiff, plaintiff has sustained and continues to sustain substantial losses
24 of earnings and other employment benefits.

25 55. As a proximate result of defendants' willful, knowing and intentional sexual
26 harassment of plaintiff, plaintiff has suffered and continues to suffer humiliation,
27 emotional distress and mental and physical pain and anguish, all to her damage in a sum
28 according to proof.

1 56. Plaintiff has incurred and continues to incur legal expenses and attorneys’
2 fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover
3 reasonable attorneys’ fees and costs (including expert costs) in an amount according to
4 proof.

5 57. Defendants’ sexual harassment was committed intentionally, in a malicious,
6 fraudulent, despicable, and/or oppressive manner, and this entitles plaintiff to punitive
7 damages against defendants.

8
9 **SECOND CAUSE OF ACTION**

10 **Quid Pro Quo Sexual Harassment**

11 **(Violation of Government Code § 12900, et. seq.)**

12 **Against All Defendants, and Does 1 to 100, Inclusive**

13 58. The allegations set forth in preceding paragraphs are re-alleged and
14 incorporated herein by reference.

15 59. At all times herein mentioned, FEHA, Government Code section 12940, *et.*
16 *seq.*, was in full force and effect and was binding on defendants. This statute requires
17 defendants to refrain from engaging in “quid pro quo” sexual harassment.

18 60. Plaintiff subjected to unwanted sexual advances and physical conduct of a
19 sexual nature by her supervisor Webb.

20 61. That terms of employment, job benefits, or favorable working conditions
21 were made contingent, by words or conduct, on Plaintiff’s acceptance of Webb’s sexual
22 advances or conduct.

23 62. At the time of the conduct, Webb was plaintiff’s supervisor.

24 63. Plaintiff was harmed by Webb’s conduct and Webb’s conduct was a
25 substantial factor in causing Plaintiff’s harm.

26 64. Pursuant to Government Code section 12923(b), a single incident of
27 harassing conduct is sufficient to create a hostile work environment if the harassing
28 conduct has unreasonably interfered with the plaintiff’s work performance or created an

1 intimidating, hostile or offensive working environment.

2 65. As a proximate result of defendants' willful, knowing, and intentional quid
3 pro quo sexual harassment of plaintiff, plaintiff has sustained and continues to sustain
4 substantial losses of earnings and other employment benefits.

5 66. As a proximate result of defendants' willful, knowing and intentional quid
6 pro quo sexual harassment of plaintiff, plaintiff has suffered and continues to suffer
7 humiliation, emotional distress and mental and physical pain and anguish, all to her
8 damage in a sum according to proof.

9 67. Plaintiff has incurred and continues to incur legal expenses and attorneys'
10 fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover
11 reasonable attorneys' fees and costs (including expert costs) in an amount according to
12 proof.

13 68. Defendants' quid pro quo sexual harassment was committed intentionally, in
14 a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles plaintiff to
15 punitive damages against defendants.

16 17 **THIRD CAUSE OF ACTION**

18 **Retaliation for Engaging in Protected Activity**

19 **(Violation of Government Code § 12900, et. seq.)**

20 **Against All Defendants, and Does 1 to 100, Inclusive**

21 69. The allegations set forth in preceding paragraphs are re-alleged and
22 incorporated herein by reference.

23 70. At all times herein mentioned, FEHA, Government Code section 12940, *et.*
24 *seq.*, was in full force and effect and was binding on defendants. This statute requires
25 defendants to refrain from retaliating against any employee making complaints or
26 opposing discrimination, harassment (including sexual harassment), or retaliation or
27 otherwise engaging in activity protected by the FEHA, including, for seeking to exercise
28 rights guaranteed under FEHA and/or assisting and/or participating in an investigation,

1 opposing defendants' failure to provide rights, including rights to complain and to assist
2 in a lawsuit, and/or the right to be free of retaliation, in violation of Government Code
3 section 12940(h).

4 71. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing
5 defendants' failure to provide such rights, including the right to be free of discrimination,
6 harassment (including sexual harassment), or retaliation, in violation of Government Code
7 section 12940(h), were substantial motivating reasons in defendants' decision to terminate
8 plaintiff's employment, not to retain, hire or otherwise employ plaintiff in any position,
9 and/or to take other adverse employment actions against plaintiff.

10 72. As a proximate result of defendants' willful, knowing, and intentional
11 retaliation against plaintiff, plaintiff has sustained and continues to sustain substantial
12 losses of earnings and other employment benefits.

13 73. As a proximate result of defendants' willful, knowing and intentional
14 retaliation against plaintiff, plaintiff has suffered and continues to suffer humiliation,
15 emotional distress and mental and physical pain and anguish, all to her damage in a sum
16 according to proof.

17 74. Plaintiff has incurred and continues to incur legal expenses and attorneys'
18 fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover
19 reasonable attorneys' fees and costs (including expert costs) in an amount according to
20 proof.

21 75. Defendants' retaliation was committed intentionally, in a malicious,
22 fraudulent, despicable, and/or oppressive manner, and this entitles plaintiff to punitive
23 damages against defendants.

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Prevent Discrimination, Retaliation and Harassment**

3 **(Violation of Government Code § 12900, et. seq.)**

4 **Against Entity Defendants, and Does 1 to 100, Inclusive**

5 76. The allegations set forth in preceding paragraphs are re-alleged and
6 incorporated herein by reference.

7 77. At all times herein mentioned, FEHA, Government Code section 12940, *et.*
8 *seq.*, was in full force and effect and was binding on defendants. This statute requires
9 defendants to take all reasonable steps to prevent discrimination, retaliation and
10 harassment (including sexual harassment) on the basis of sex/gender and/or good faith
11 complaints.

12 78. Plaintiff was an employee of Urban Alchemy and was subjected to
13 discrimination, retaliation and harassment (including sexual harassment) based on her
14 sex/gender and/or good faith complaints.

15 79. Defendants failed to take all reasonable steps to prevent plaintiff from being
16 subjected to discrimination, retaliation and harassment (including sexual harassment)
17 based on her sex/gender and/or good faith complaints.

18 80. As a proximate result of defendants' willful, knowing and intentional failure
19 to take all reasonable steps to prevent discrimination, retaliation and harassment, plaintiff
20 has sustained and continues to sustain substantial losses of earnings and other employment
21 benefits.

22 81. As a proximate result of defendants' willful, knowing and intentional failure
23 to take all reasonable steps to prevent discrimination, retaliation and harassment, plaintiff
24 has suffered and continues to suffer humiliation, emotional distress and mental and
25 physical pain and anguish, all to her damage in a sum according to proof.

26 82. Plaintiff has incurred and continues to incur legal expenses and attorneys'
27 fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover
28 reasonable attorneys' fees and costs (including expert costs) in an amount according to

1 proof.

2 83. Defendants failure to prevent harassment, discrimination and retaliation was
3 committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner,
4 and this entitles plaintiff to punitive damages against defendants.

5
6 **PRAYER**

7 WHEREFORE, plaintiff Lynette Broussard, prays for judgment against defendants
8 as follows:

- 9 1. For general and special damages according to proof;
10 2. For exemplary damages, according to proof;
11 3. For pre-judgment and post-judgment interest on all damages awarded;
12 4. For reasonable attorneys' fees;
13 5. For costs of suit incurred;
14 6. For declaratory relief; and
15 7. For such other and further relief as the Court may deem just and proper.

16 ADDITIONALLY, plaintiff Lynette Broussard, demands trial of this matter by jury.
17 The amount demanded exceeds \$25,000.00 (Government Code § 72055).

18 Dated: December 20, 2023

THE HENDERSON FIRM, P.C.

19
20 By: 

Daniel B. Henderson, Esq.

21 Attorneys for Plaintiff,
22 LYNETTE BROUSSARD
23
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EXHIBIT A



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 4, 2023

Daniel Henderson
355 S. Grand Ave, Suite 2450
Los Angeles, CA

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202312-22849904
Right to Sue: Broussard / Urban Alchemy et al.

Dear Daniel Henderson:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 4, 2023

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202312-22849904

Right to Sue: Broussard / Urban Alchemy et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

December 4, 2023

Lynette Broussard
355 S. Grand Ave. Suite 2450
Los Angeles, CA 90071

RE: Notice of Case Closure and Right to Sue
CRD Matter Number: 202312-22849904
Right to Sue: Broussard / Urban Alchemy et al.

Dear Lynette Broussard:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective December 4, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Lynette Broussard

CRD No. 202312-22849904

Complainant,

vs.

Urban Alchemy
1035 Market Street, Suite 150
San Francisco, CA 94013

Tracey Webb
1035 Market Street, Suite 150
San Francisco, CA 94103

Respondents

1. Respondent **Urban Alchemy** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Tracey Webb** individual as Co-Respondent(s).

3. Complainant **Lynette Broussard**, resides in the City of **Los Angeles**, State of **CA**.

4. Complainant alleges that on or about **December 4, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's ancestry, national origin (includes language restrictions), color, sex/gender, gender identity or expression, sexual orientation, medical condition (cancer or genetic characteristic), age (40 and over), marital status, sexual harassment- hostile environment, sexual harassment- quid pro quo, association with a member of a protected class, criminal history, disability (physical, intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies, race (includes hairstyle and hair texture), reproductive health decisionmaking.

1 **Complainant was discriminated against** because of complainant's ancestry, national
2 origin (includes language restrictions), color, sex/gender, gender identity or expression,
3 sexual orientation, medical condition (cancer or genetic characteristic), age (40 and over),
4 marital status, sexual harassment- hostile environment, sexual harassment- quid pro quo,
5 association with a member of a protected class, criminal history, disability (physical,
6 intellectual/developmental, mental health/psychiatric), family care and medical leave (cfra)
7 related to serious health condition of employee or family member, child bonding, or military
8 exigencies, race (includes hairstyle and hair texture), reproductive health decisionmaking
9 and as a result of the discrimination was denied hire or promotion, reprimanded, denied
10 equal pay, asked impermissible non-job-related questions, denied any employment benefit
11 or privilege, other, denied work opportunities or assignments, denied or forced to transfer,
12 denied accommodation for a disability, denied employer paid health care while on family
13 care and medical leave (cfra), denied family care and medical leave (cfra) related to serious
14 health condition of employee or family member, child bonding, or military exigencies.

9 **Complainant experienced retaliation** because complainant reported or resisted any form
10 of discrimination or harassment, requested or used a disability-related accommodation,
11 participated as a witness in a discrimination or harassment complaint, requested or used
12 family care and medical leave (cfra) related to serious health condition of employee or family
13 member, child bonding, or military exigencies and as a result was denied hire or promotion,
14 reprimanded, denied equal pay, asked impermissible non-job-related questions, denied any
15 employment benefit or privilege, other, denied work opportunities or assignments, denied or
16 forced to transfer, denied accommodation for a disability, denied employer paid health care
17 while on family care and medical leave (cfra), denied family care and medical leave (cfra)
18 related to serious health condition of employee or family member, child bonding, or military
19 exigencies.

16 **Additional Complaint Details:** Additional Complaint Details: The facts include but are not
17 limited to discrimination, retaliation and harassment from management and coworkers on
18 the basis of the following protected categories which include but are not limited to: sexual
19 harassment, quid pro quo sexual harassment, disability (physical or mental), age,
20 gender/sex, sexual orientation, marital status, requesting accommodation and taking
21 medical leave (CFRA), requiring reasonable accommodation for disability, opposing
22 discrimination, retaliation and harassment and making protected complaints including
23 complaints of sexual harassment. That, among other things, formed the underlying basis for
24 complainant's termination and/or subjected complainant to additional adverse employment
25 action.

22 Additional harms include but are not limited to: failure to prevent discrimination, harassment
23 and/or retaliation, denied a work environment free of harassment, discrimination and
24 retaliation, failure to engage in a good faith interactive process, failure to offer reasonable
25 accommodations, retaliation for engaging in protected activity, retaliation for making
26 protected complaints, retaliation for opposing discrimination, retaliation and harassment and
27 wrongful termination.

1 VERIFICATION

2 I, **Daniel B. Henderson, Esq.**, am the **Attorney** in the above-entitled complaint. I
3 have read the foregoing complaint and know the contents thereof. The matters
4 alleged are based on information and belief, which I believe to be true.

5 On December 4, 2023, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Los Angeles, CA**
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